## *Remarks*

Reconsideration of this Application is respectfully requested. Claims 1-16 and 18-36 are pending in the application, with claims 1, 15, 30, and 34-36 being the independent claims. Based on the following remarks, Applicant respectfully requests that the Examiner reconsider all outstanding rejections and that they be withdrawn.

***Rejections under 35 U.S.C. § 103***

***Claims 1, 4, 15, and 30***

Claims 1, 4, 15 and 30 were rejected under 35 U.S.C. § 103(a) as being allegedly obvious over U.S. Patent Application Publication No. 2002/0156726 to Kleckner et al. ("Kleckner") in view of U.S. Patent Application Publication No. 2002/0062240 to Morinville ("Morinville"). Applicant respectfully traverses this rejection.

Independent claim 1 recites, *inter alia*, "the security change being used for determining access rights to an electronic file." Applicant submits that the combination of Kleckner and Morinville clearly nowhere teaches or suggests at least this feature of claim 1.

The Examiner continues to construe Kleckner in a manner inconsistent with the subject matter disclosed therein. On page 3 of the Office Action, the Examiner notes:

> However, Kleckner claim 1 or paragraph 20 clearly shows that his invention is about validating an amendment to a transaction. If the amendment is not valid, it will not take effect. Therefore, Kleckner controls amendment of transactions, and amending a transaction requires access to the transaction record. Therefore, Kleckner teaches controlling access to a transaction record (file).

Kleckner is directed to using digital signatures for amending trade or settlement instructions in foreign exchange transactions. (Kleckner, page 1, para [0003]). Applicant

notes that Kleckner nowhere discusses a "transaction record," and therefore believes the Examiner is referring to a "trade record" throughout the Office Action, and Applicant replies herein accordingly.

Kleckner is concerned with permission to execute trades and trade amendments, and not with determining access rights to trade records. The Examiner makes the incorrect assumption that controlling the validation of an amendment in Kleckner correlates with "determining access rights to an electronic file," as recited in claim 1. Assuming that a "trade record" can be interpreted as an "electronic file," to which Applicant does not acquiesce, the amendment process of Kleckner in no way "determin[es] access rights," as recited in claim 1, to a trade record.

The trade amendment process in Kleckner at no point controls "access rights" to any "trade record." (Kleckner, FIG. 12, 1204, "appends permission field to trade record containing trade amendment request"; Kleckner, page 8, para [0138]). This trade record containing the trade amendment request is also not the subject of any "access rights," as recited in claim 1, affecting access to the trade record itself. The only result of insufficient permissions in Kleckner is the rejection of the quote request. (Kleckner, FIG. 12, 1204, "CX looks up ***trading permission*** for user in permission table, and if null ***rejects quote request***"; Kleckner, page 8, para [0138]).

Therefore, if the trade records of Kleckner are to continue be construed by the Examiner as the "electronic file" of claim 1, to which Applicant does not acquiesce, then Applicant asks the Examiner to more clearly specify any teaching or suggestion in Kleckner of "determining access rights," as recited in claim 1, to the trade records.

Applicants cannot find any teaching or suggestion of at least this distinguishing feature as Kleckner is concerned merely with permission to execute trades.

The Examiner then conflates a different kind of security measure in Kleckner with the above procedure of Kleckner's FIG. 12 for securing amendments to trades. The Examiner states at page 4 of the Office Action:

> Kleckner is directed to a method for approving a security change (parag. 127 to 132) for a file security system that secures electronic files (per abstract, Kleckner provides a system that uses digital signatures to validate an amendment to a financial transaction. Parag. 135 shows that the transactions are performed using records (files) that are secured using digital signatures.), said method comprising: receiving a requested security change from a requestor (parag. 131, where the new policy is communicated to a second security officer), the security change being used for determining access rights to an electronic file (paragraphs 134 and 135 show that the transaction record status is changed, pending valid approvals. Therefore, Kleckner teaches control access to the transaction record (electronic file)).

Again, Applicant believes the Examiner is referring to a "trade record" wherever the term "transaction record" is used throughout the Office Action, and Applicant replies accordingly.

The "security change" of Kleckner at paragraphs [0127] - [0132] is not "used for determining access rights to an electronic file," as recited in claim 1, contrary to the Examiner's assertion. The Examiner is referring to "Policy Approval Records" of Kleckner as the alleged "access rights" of claim 1. However, the "Policy Approval Records" are "made up of authorization rules and a set of associated digital signatures that validate those rules." (Kleckner, para [0128]). As an example, "policies can be defined to enforce things such as the number of signatures required to approve a trade or an amendment." (Kleckner, para [0129]).

Even if we again take a "trade record" of Kleckner to be an "electronic file" as in claim 1, to which Applicant does not acquiesce, nowhere does Kleckner teach or suggest that the "Policy Approval Records" are "used for determining ***access rights***," as recited in claim 1, to the trade records. Rather, a policy in Kleckner may require "two settlement clerks to sign and approve a trade settlement instruction." (Kleckner, para [0132]). This cannot reasonably be interpreted as a way to determine access rights to a ***file***, as in claim 1.

Furthermore, the Examiner's interpretation of the language of claim 1 is overbroad and unreasonable in light of current U.S. patent law, and in light of Applicant's originally filed disclosure. For example, stated in full relevant portions, M.P.E.P. Section 2111 states (emphasis added):

> During patent examination, the pending claims must be "given their broadest reasonable interpretation ***consistent with the specification***." The Federal Circuit's en banc decision in *Phillips v. AWH Corp.*, 415 F.3d 1303, 75 USPQ2d 1321 (Fed. Cir. 2005) expressly recognized that the USPTO employs the:
>
> > "broadest reasonable interpretation" standard: The Patent and Trademark Office ("PTO") determines the scope of claims in patent applications not solely on the basis of the claim language, but upon giving claims their broadest reasonable construction "***in light of the specification as it would be interpreted by one of ordinary skill in the art***." *In re Am. Acad. of Sci. Tech. Ctr.*, 367 F.3d 1359, 1364[, 70 USPQ2d 1827] (Fed. Cir. 2004).

Supporting language for at least the feature of "the security change being used for determining access rights to an electronic file," as recited in claim 1, can be found in the Published Application, for example, at [0028], which reads:

> [0028] Secured files are files that require one or more keys, passwords, access privileges, etc. to ***gain access to their content***. According to one aspect of the invention, the security is provided through encryption and access rules. The files, for example, can pertain to documents, multimedia files, data, executable code, images and text. In general, ***a secured file can only be accessed by authenticated users with appropriate access rights*** or privileges. In one embodiment, each secured file is provided with a header portion and a data portion, where the header portion contains or points to security information. The security information is used to determine whether access to associated data portions of secured files is permitted.
> (Published Application at [0028]) (Emphasis Added)

Therefore, any reasonable interpretation of the feature "the security change being used for determining access rights to an electronic file," as recited in claim 1, when read in light of the specification, does not allow for the Examiner's improper and unreasonable broad reading of the claim.

Finally, the Examiner suggests that, because any transactions are themselves stored as files in some level of abstraction in the Kleckner system, such as in "trade records," that this necessarily involves access rights to the underlying files themselves. However, Kleckner nowhere discloses limiting access to the content of any trade records, or any other electronic files.

Morinville does not supply the missing teaching of Kleckner with respect to at least the above noted distinguishing feature of claim 1, nor does the Examiner assert Morinville as supplying the missing teaching. For at least the aforementioned reasons, the combination of Kleckner and Morinville does not teach or suggest at least "the security change being used for determining access rights to an electronic file," as recited in claim 1. Accordingly, the Examiner has failed to establish a *prima facie* case of obviousness of claim 1 over Kleckner and Morinville. Moreover, dependent claim 4 is

also not rendered obvious by Kleckner and Morinville for similar reasons as independent claim 1, from which it depends, and further in view of its own features.

Independent claims 15 and 30 each similarly recite, using respective language, "the security change being used for determining access rights to the secured electronic documents," as in independent claim 1. Accordingly, the Examiner has also failed to establish a *prima facie* case of obviousness of claims 15 and 30 for at least the same reasons as with independent claim 1, and further in view of their additional distinguishing features.

Reconsideration and withdrawal of the rejection of claims 1, 4, 15, and 30 under 35 U.S.C. § 103(a) over Kleckner and Morinville is therefore respectfully requested.

***Claims 2, 3, 5-14, 16, 18-29, and 31-36***

Claims 2, 3, 5-14, 16, 18-29 and 31-36 were rejected under 35 U.S.C. § 103(a) as being allegedly unpatentable over the combination of Kleckner and Morinville, and further in view of U.S. Patent No. 7,131,071 issued to Gune et al. ("Gune"). Applicant respectfully traverses this rejection.

As stated above with regard to independent claims 1, 15, and 30, the combination of Kleckner and Morinville does not teach or suggest each and every feature of the aforementioned independent claims. Gune does not supply the missing teaching with respect to at least the above noted distinguishing features of these claims. Thus, Gune fails to cure the deficiencies of Kleckner and Morinville, as noted above with regard to claims 1, 15, and 30. Accordingly, claims 1, 15, and 30 are not rendered obvious by the combination of Kleckner, Morinville, and Gune.

Claims 2, 3, 5-14, 16, 18-29, and 31-33 are not rendered obvious by the combination of Kleckner, Morinville, and Gune for at least the same reasons as claims 1, 15, and 30, from which they respectively depend, and further in view of their own respective features.

Also, independent claims 34-36 similarly recite, using respective language, "the security change being used for determining access rights to the electronic file," as recited, using respective language, in claims 1, 15, and 30. Claims 34-36 are therefore also not rendered obvious by Kleckner, Morinville, and Gune for similar reasons as independent claims 1, 15, and 30, and further in view of their additional distinguishing features.

Reconsideration and withdrawal of the rejection of claims 2, 3, 5-14, 16, 18-29 and 31-36 under 35 U.S.C. § 103(a) over Kleckner, Morinville, and Gune is therefore respectfully requested.

## *Conclusion*

All of the stated grounds of rejection have been properly traversed, accommodated, or rendered moot. Applicant therefore respectfully requests that the Examiner reconsider all presently outstanding rejections and that they be withdrawn. Applicant believes that a full and complete reply has been made to the outstanding Office Action and, as such, the present application is in condition for allowance. If the Examiner believes, for any reason, that personal communication will expedite prosecution of this application, the Examiner is invited to telephone the undersigned at the number provided.

Prompt and favorable consideration of this Reply is respectfully requested.

Respectfully submitted,

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